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Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

In the Matter of

800 Data Base Access Tariffs and  
the 800 Service Management System  
Tariff

Docket No. 93-129

**GTE's REVISED PETITION FOR WAIVER**

GTE Service Corporation, on behalf of the GTE Telephone Operating Companies ("GTOCs") and GTE System Telephone Companies ("GSTCs") (collectively referred to as "GTE") hereby ask the Commission to grant a waiver under the alternative provided for in Paragraph 15 of the *January 31 Order*.<sup>1</sup>

**INTRODUCTION**

In justifying their rates for Data Base Service, the GTOCs relied on a proprietary cost study. Paragraph 15 of the *January 31 Order* spells out an alternative approach for Local Exchange Carriers ("LECs" or "exchange carriers") whereby they may choose to continue using their cost study:

Alternatively, some LECs may prefer to continue to use their cost model. We would allow them to do so, provided that they release all relevant information to interested parties that sign protective agreements. In this situation, we find that disclosure to the public is not necessary as long as interested parties that execute protective agreements are given reasonable access to the information. We would enforce such agreements by issuing an order requiring interested parties to honor the agreements. We will entertain revised waiver requests from LECs wishing to pursue this option.

<sup>1</sup> In this CC Docket No. 93-129 ("D.93-129"), the Order, DA 94-99 (released January 31, 1994).

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DISCUSSION


GTE wishes to continue to use its cost study, which is described in GTE's Petition for Waiver dated September 20, 1993. GTE is willing to furnish all relevant information to interested parties, and plans to set up a simple procedure whereby this information will be made available promptly at GTE's Washington office at the address shown *infra* to any interested party upon such party's providing a duly executed copy of the attached Exhibit A, a Nondisclosure Agreement. GTE asks the Commission to enforce such agreements by requiring every interested parties to honor any agreement it executes.

ACCORDINGLY: GTE asks the FCC to issue the requested waiver.

Respectfully submitted,

GTE Service Corporation and  
its affiliated domestic  
telephone operating companies

Richard McKenna HQE03J36  
GTE Service Corporation  
P.O. Box 152092  
Irving TX 75015-2092  
(214) 718-6362

  
\_\_\_\_\_  
Gail L. Polivy  
1850 M Street NW  
Suite 1200  
Washington DC 20036  
(202) 463-5214

March 11, 1994

Their Attorneys

NONDISCLOSURE AGREEMENT

1. THIS AGREEMENT is made effective on \_\_\_\_\_, 1994 between GTE Service Corporation acting through its Telephone Operations Group ("GTE") with address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving TX 75015-2092, and \_\_\_\_\_ ("Receiving Party") with address for this Agreement at \_\_\_\_\_, to protect the confidential or proprietary nature of information with respect to the attached data (the "*Confidential Data*") furnished by GTE pursuant to Paragraph 15 of the FCC's Order, DA 94-90 (released January 31, 1994), in 800 Data Base Access Tariffs and the 800 Service Management System Tariff, CC Docket No. 93-129 ("D.93-129").
2. The *Confidential Data* is furnished to the Receiving Party solely for such party's use in connection with D.93-129.
3. The Receiving Party agrees that:
  - a. All *Confidential Data* acquired from GTE shall be and shall remain the exclusive property of GTE.
  - b. All *Confidential Data* will be received in confidence; access to such *Confidential Data* will be limited to counsel representing the Receiving Party in D.93-129 and to authorized regulatory employees who have a need to know the *Confidential Data* in order for the party to participate in the FCC investigation; and such *Confidential Data* shall not be disclosed to marketing or sales personnel or to others nor shall anyone else be authorized to disclose such *Confidential Data* to others without the prior written approval of GTE.
  - c. No copies of the *Confidential Data* shall be reproduced by the Receiving Party, except for working copies for persons designated in b. above.
  - d. Such *Confidential Data* shall be used only for purposes of evaluating the issues involved in D.93-129 or judicial review thereof.
  - e. Any pleading submitted to the FCC by the Receiving Party which was prepared using the *Confidential Data* shall be submitted to the FCC under protective cover and shall not be disclosed to any other party.
  - f. All copies of the *Confidential Data* shall be promptly returned to GTE, along with a log of persons who received copies of the *Confidential Data*, at the conclusion of the FCC proceeding in D.93-129 and any judicial review thereof.

4. These obligations shall not apply to *Confidential Data* which:
  - a. As shown by reasonably documented proof, was in the Receiving Party's possession prior to receipt thereof from GTE; or
  - b. As shown by reasonably documented proof, was received by the Receiving Party in good faith from a third party not subject to a confidential obligation to GTE; or
  - c. Now is or later becomes publicly known through no breach of confidential obligation by the Receiving Party; or
  - d. Is disclosed to a third party by GTE without a similar non-disclosure restriction; or
  - e. Is disclosed pursuant to a requirement imposed by a governmental agency or is otherwise required to be disclosed by operation of law, provided that the Receiving Party, upon receiving a request or demand to make the disclosure, shall first provide notice to GTE of such a request or demand and shall permit GTE an opportunity to intervene before any disclosure is made; or
  - f. Was developed by the Receiving Party without having access to any of the *Confidential Data* received from GTE.
5. It is agreed that a violation of any of the provisions of this Agreement will cause irreparable harm and injury to GTE and that GTE shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the violating party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. The parties agree, however, that, absent a showing of willful violation of this Agreement, the Receiving Party shall not be liable for special, indirect, incidental or consequential damages.
6. This Agreement shall be construed in accordance with the laws of the State of Texas.
7. This Agreement is the entire agreement between the parties hereto with respect to the nondisclosure of the *Confidential Data* described in this Agreement and supersedes all prior agreements and understandings with respect to this subject.
8. This Agreement shall remain in force until completion of the FCC investigation in D.93-129 and judicial review thereof and shall be binding on agents, successors and assigns of the parties.

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  - c. Now is or later becomes publicly known through no breach of confidential obligation by the Receiving Party; or
  - d. Is disclosed to a third party by GTE without a similar non-disclosure restriction; or
  - e. Is disclosed pursuant to a requirement imposed by a governmental agency or is otherwise required to be disclosed by operation of law, provided that the Receiving Party, upon receiving a request or demand to make the disclosure, shall first provide notice to GTE of such a request or demand and shall permit GTE an opportunity to intervene before any disclosure is made; or
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